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21st June 2026

The Secretary
Public Contracts Review Board
Notre Dame Gate,
St Calcedonius Square,
Floriana.

Sir,

PUBLIC CONTRACTS REVIEW BOARD

RE: SPD1/2026/004 – Services Framework Contract for Head Lice Screening
Services in All State Schools and Colleges across Malta and Gozo, Including
Skola-Sajf

REASONED OBJECTION OF MJ TRADING (TID 000242033)
Respectfully submits:

1. Introduction and Background

1.1 MJ Trading Limited C84544 (hereinafter the "Objector") hereby lodges this formal objection in terms of Regulation 270 et seq. of the Public Procurement Regulations against:

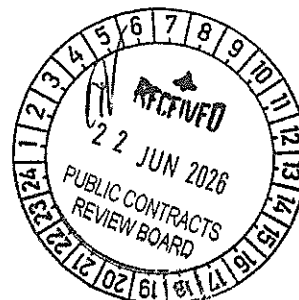
- (a) the decision declaring the Objector's tender technically non-compliant; and
- (b) the recommendation to award Tender SPD1/2026/004 to TBM Trading Ltd (TID 000241892).

1.2 The Objector participated in the above-mentioned procurement procedure and submitted its tender within the prescribed deadline and in accordance with the requirements established by the tender dossier.

1.3 By letter dated 12 June 2026, the Objector was informed that its offer was declared technically non-compliant on the sole ground that it had allegedly submitted a "blank Technical Offer Form (Note 3)", and that consequently its bid was not considered further.

1.4 By the same communication, tenderers were informed that the Departmental Contracts Committee had recommended the award of the tender to TBM Trading Ltd for the amount of €132,300 excluding VAT.

1.5 The Objector respectfully submits that both decisions are unlawful and should be annulled for the reasons set out below.



2. First Ground of Objection – The Objector Was Wrongly Declared Technically Non-Compliant

2.1 The sole reason given for the rejection of the Objector's offer was the alleged submission of a blank Technical Offer Questionnaire.

2.2 The Objector submits that such conclusion is unduly formalistic and fails to consider the nature and purpose of the Technical Offer Questionnaire itself.

2.3 The questionnaire issued by the Contracting Authority consists principally of declarations and confirmations relating to compliance with the requirements already established in the Terms of Reference. It does not require the submission of an alternative technical solution, methodology or financial information.

2.4 The questionnaire must necessarily be read together with the supporting documentation and literature required by the tender dossier and submitted as part of the technical offer.

2.5 Consequently, the mere fact that a particular form may not have been completed in the precise manner expected could not automatically justify the exclusion of the Objector without first considering the remainder of the documentation submitted.

2.6 The Evaluation Committee therefore adopted an excessively rigid and disproportionate approach by declaring the bid technically non-compliant without properly assessing whether the Objector had, in substance, satisfied the requirements of the tender.

3. Second Ground of Objection – The Alleged Defect Constituted a Genuine Administrative Oversight Which Was Capable of Rectification

3.1 Without prejudice to the foregoing, and solely in the alternative, the Objector submits that even if the Technical Offer Questionnaire was uploaded without the relevant confirmations being completed, this resulted from a genuine and inadvertent administrative oversight.

3.2 The omission was not deliberate, did not concern the Objector's price, did not alter the technical content of the offer, and did not affect the competitive position of any tenderer.

3.3 The alleged defect was purely formal in nature and concerned the completion of a questionnaire consisting principally of declarations of compliance.

3.4 Any clarification or rectification of such omission would not have altered the substance of the Objector's bid, introduced new information, improved the offer, or conferred any competitive advantage upon the Objector.

3.5 Had the Evaluation Committee sought clarification, the Objector could immediately have confirmed that the omission resulted from an inadvertent

uploading error and provided the completed version of the same questionnaire reflecting the information and commitments already intended to form part of the tender submission.

3.6 Such rectification would not have constituted the submission of a new tender, nor an amendment to the Objector's technical or financial offer. It would merely have corrected an obvious administrative mistake.

3.7 The principles of proportionality, transparency, equal treatment and good administration require contracting authorities to distinguish between substantive non-compliance and rectifiable administrative oversights.

3.8 The outright exclusion of the Objector without any request for clarification or rectification constitutes a disproportionate sanction and elevates form over substance.

3.9 Procurement procedures are intended to secure genuine competition and value for money and should not be transformed into exercises in technical formalism where a defect is readily identifiable and capable of correction without prejudice to other tenderers.

3.10 The decision to exclude the Objector without first affording an opportunity for clarification or rectification was therefore unreasonable, disproportionate and contrary to the principles governing public procurement.

4. Third Ground of Objection – Failure to Apply Clarification and Rectification Principles

4.1 If the Evaluation Committee considered that the Technical Offer Questionnaire was incomplete, ambiguous or incorrectly uploaded, it ought to have considered whether clarification or rectification could be sought.

4.2 Clarification would have enabled the Committee to determine the true position without affecting equality of treatment between tenderers.

4.3 The information allegedly omitted did not concern the Objector's price nor any aspect capable of altering the ranking of bidders.

4.4 The completion of the Technical Offer Questionnaire would merely have confirmed compliance with requirements already set out in the tender documentation and supported by the documentation submitted as part of the offer.

4.5 In these circumstances, the Committee ought to have sought clarification before resorting to the most drastic measure available, namely the outright exclusion of the Objector's bid.

4.6 The failure to do so renders the decision unlawful, disproportionate and procedurally unfair.

5. Fourth Ground of Objection – The Recommended Tenderer Appears Not to Comply with Mandatory Tender Requirements

5.1 Without prejudice to the foregoing grounds, the Objector further submits that serious questions arise concerning the compliance of the recommended tenderer with the mandatory requirements of the tender.

5.2 The tender required bidders to provide detailed information regarding at least three salons, including their names, addresses, opening hours, operational details and supporting documentation, together with valid Health Certificates issued by the Environmental Health Directorate.

5.3 The tender further imposed mandatory geographical requirements concerning the location of the proposed salons in Malta and Gozo.

5.4 The Objector has not been provided with any information demonstrating that the recommended tenderer fully complied with all mandatory technical requirements at the time of submission of its bid.

5.5 The recommendation for award cannot lawfully stand unless the Contracting Authority can demonstrate, through the evaluation record, that the recommended tenderer fully complied with all mandatory requirements of the tender dossier.

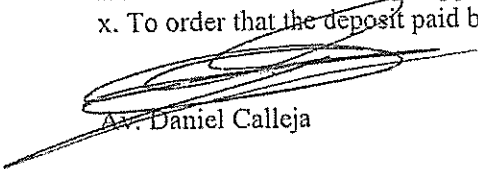
5.6 The Objector therefore reserves its right to raise additional submissions following disclosure of the evaluation documentation and technical compliance records.

6. Demands

For the foregoing reasons, and whilst reserving the right to submit further observations, evidence and legal submissions following disclosure of the evaluation file, the Objector respectfully requests that the Public Contracts Review Board:

- i. As a preliminary and interim remedy, orders the Department of Contracts and/or the Contracting Authority, before the hearing and within such short timeframe as this Board deems fit, to disclose to the Objector the non-confidential, redacted or confidentiality-protected evaluation record necessary for the effective prosecution of this objection, including but not limited to:
 - (a) the evaluation record relating to the Objector's bid;
 - (b) the compliance assessment and technical evaluation of the recommended tenderer;
 - (c) any clarification, rectification or correspondence exchanged with any tenderer during the evaluation process;
 - (d) the evaluation matrix, score sheets and recommendations prepared by the Evaluation Committee; and
 - (e) any other documentation relied upon in reaching the decision to declare the Objector non-compliant and to recommend the award of the tender;
- ii. Uphold this objection and annul the decision declaring the Objector's bid technically non-compliant;

- iii. Annul the recommendation and decision to award Tender SPD1/2026/004 to TBM Trading Ltd;
- iv. Declare that the alleged omission in the Technical Offer Questionnaire constituted a genuine and rectifiable administrative oversight and not a substantive non-compliance warranting exclusion;
- v. Declare that the Evaluation Committee acted unlawfully and disproportionately in excluding the Objector without first seeking clarification or rectification;
- vi. Order the Contracting Authority to admit the Objector's tender and evaluate it in accordance with the tender conditions and applicable procurement rules;
- vii. Alternatively, and without prejudice to the preceding demands, remit the procurement procedure to the appropriate evaluation stage for a fresh and lawful evaluation by a newly constituted Evaluation Committee;
- viii. Order the refund of the deposit paid by the Objector; and
- ix. Grant any other declaration, order, direction or remedy which this Honourable Board considers appropriate in the circumstances.
- x. To order that the deposit paid by the Appellant be refunded in full.



Av. Daniel Calleja

Transaction details

Beneficiary Name & Surname / Company / Group name: PCRB

Relation: Administrative Services

Reason: Purchase of Services

Currency: EUR - Euro

Beneficiary IBAN/Account: MT55MALT011000040001EURCMG5001H

Beneficiary IBAN/Account type: Valid IBAN of country - Malta

Bank name: Other bank

Bank address / Bank's BIC: Let the bank apply the beneficiary bank BIC

Beneficiary address: No

From account: overdraft (EUR) 5001352827 3

Charges should be paid by: Shared - I pay BOV charges; PCRB pays the beneficiary bank charges

Amount: EUR 742.50

BOV to transfer the money: as soon as possible

Receiving bank to get the money as: normal priority payment

FPAD Result: The name you entered does not match our records. If you continue, the payment may be sent to the wrong person, and recovery may not be possible as it could result in fraud. This Verification of Payee check will not block the payment, but it is simply providing additional security. Please verify the payment details with the recipient before proceeding.

Saved template: no

Additional information

Credit amount: EUR 742.50

Debited amount (excluding charges): EUR 742.50

Estimated amount to be withdrawn from account: EUR 743.50

Transaction charge: EUR 1.00

Transaction result

Status: Your instructions have been received and will be reviewed. Please do not re-submit this payment.

Transaction ID: 180923807